

Account No. \_\_\_\_\_



## **AGREEMENT FOR COMMERCIAL WASTEWATER ACCOUNT ON PROPERTY WITH PRIVATE WATER SOURCE**

(Applies to Other than Single Family Residential Customers which have a Private Water Source on Site which Discharges into ECUA's Wastewater Collection System)

Business Name: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Service Address: \_\_\_\_\_

\_\_\_\_\_

Size of Water Meter: \_\_\_\_\_

Type of Service: Wastewater: \_\_\_\_\_

Initial Capacity Impact Fee: Wastewater: \$ \_\_\_\_\_

\* Equivalent Avg. Daily Flow: Wastewater: \_\_\_\_\_ GPD

Owner has a private well on the Property at the Service Address identified above, and the water produced from that private well will be discharged into ECUA's wastewater collection system and treated by ECUA. In order for the wastewater services provided by ECUA to be appropriately billed to Business, ECUA has agreed to rent a water meter to Business of the size indicated above at the rate of \$ \_\_\_\_\_ per month, as that fee may be adjusted from time to time by the ECUA Board. Business shall be responsible for installing meter at Business' expense; ECUA shall read the meter and perform any ordinarily required routine maintenance and battery changes. Business shall be responsible for any damage to meter caused by attempted tampering with the meter, intentional damage, or negligence of Business, its agents, and/or its customers.

Based upon the readings from the above-referenced meter, ECUA shall bill Business in accordance with the wastewater rates established by the Board, as they may be amended from time to time.

Owner must also pay the initial wastewater capacity impact fee for the Service Address reflected above. Payment of this initial capacity impact fee entitles the Owner and future owners of the property served to utilize ECUA wastewater system capacity in amounts not exceeding the Equivalent Average Daily Flow shown above.

If average daily flow, as determined from average metered water consumption for any period of 12 consecutive months, should exceed Equivalent Average Daily Flow by 100 gallons or more, the Owner of the property served shall pay to ECUA an additional capacity impact fee, based on the amount by which average daily flow exceeds Equivalent Average Daily Flow, and the schedule of capacity impact fees in effect at the time of payment. Upon payment, the Equivalent Average Daily Flow to which the Owner of the Property is entitled shall be increased accordingly.

In the event of further increase in average daily flow, the Owner of the property served shall pay an additional capacity impact or fees in accordance with the preceding paragraph.

Payment of such additional capacity impact fees shall be made within thirty (30) days of notice from ECUA that payment is required, and failure to make payment within the time required shall be a basis for denial or termination of service.

Owner hereby represents and warrants that there is no cross-connection (a/k/a plumbing interconnection) between its well and its potable water system. In the event Owner has a separate water service for irrigation at the Service Address listed above, Owner hereby represents and warrants that there is no cross-connection between its irrigation system and its potable water system. Owner further represents and warrants that no water passing through its irrigation meter shall be deposited into ECUA's wastewater system.

As further consideration for ECUA to enter into this agreement, Owner also authorizes ECUA full access to the Service Address in order to perform inspections and maintenance upon the rented water meter as well as to inspect for cross-connections and/or unauthorized discharges into ECUA's wastewater system. Owner further acknowledges and understands that ECUA may immediately terminate water as well as wastewater service in the event ECUA is not allowed to inspect the Service Address or it determines a cross-connection and/or unauthorized wastewater discharge exists at the Service Address.

In the event Owner intends to no longer own the property served by this agreement, the Owner shall present a copy of this agreement to each intended or prospective owner of the property or any portion thereof prior to such transfer, have that individual/entity acknowledge receipt of a copy of this agreement in writing, and provide a copy of that documentation to ECUA prior to the transfer of such ownership. If Owner fails to comply with the provisions of this paragraph, then until such documentation is provided to ECUA, Owner shall be jointly or severally liable with the new owner for the payment of any additional capacity impact fee or fees which may be due.

No capacity impact fee or fees or any part thereof shall be refunded on account of any reduction in average daily flow.

I have read this agreement and received a copy of it.

\_\_\_\_\_  
Signature of Property Owner  
Type/Print Name \_\_\_\_\_  
Type/Print Title \_\_\_\_\_  
Employer Identification # \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Business Owner  
Type/Print Name \_\_\_\_\_  
Type/Print Title \_\_\_\_\_  
Employer Identification # \_\_\_\_\_  
Dated: \_\_\_\_\_

\* \* \* \* \*

Payments of Additional Capacity Impact Fees:

| <u>Wastewater:</u> | <u>Date of Payment</u> | <u>Amount Paid</u> | <u>Revised Equivalent Average Daily Flow</u> |
|--------------------|------------------------|--------------------|--|
|                    | _____                  | _____              | _____  |
|                    | _____                  | _____              | _____  |
|                    | _____                  | _____              | _____  |

Note: Equivalent Average Daily Flow, in 100s of gallons is determined by dividing the capacity impact fee or fees paid by the capacity impact fee or fees per 100 gallons of average daily flow in effect at the time of payment.